

Service and Support Level Commitment

1. Description of Services covered by this schedule

This Service and Support Level Commitment ("SLA") covers system availability and support for Hosted Services as defined in the DocuSign Master Services and License Agreement, of the type and in the quantity described in a Product Exhibit or Order Form in effect.

2. Service Levels: Hosted Services

The Hosted Services are designed to be generally available 24 hours per day, 7 days per week. Upon reasonable notice, the System will be taken offline and be unavailable in order to perform maintenance or repairs, or to add or enhance features of the Hosted Services.

DocuSign will maintain availability of the DocuSign System so as to meet or exceed the service levels described in the following table.

Service	Description	Service Level
Scheduled Uptime	Hours for which the DocuSign System is to be available for access by Customer (excluding scheduled maintenance)	24 Hours per day, 365 days a year
System Availability	The percentage time that the DocuSign System is in service and fully available for access and data input by Customer	99.8%

System availability will be calculated as follows: for a single month, the aggregate amount of actual uptime expressed as a percentage of the scheduled uptime less excusable downtime (for scheduled maintenance, etc.) for the DocuSign System (i.e., $\text{System Availability} = \text{Actual Uptime} / (\text{Scheduled Uptime} - \text{Excusable Downtime})$).

3. Service Levels: Support

Problem Severity Level shall be determined by the criteria below. Significant function/functionality means a material feature or functionality described in the Hosted Services Specifications. Maintenance Service Levels are not applicable to known bugs or non-reproducible errors.

Problem Severity Level	Response Time	Resolution Time
Level 1: Site is down or Hosted Services are not available for use.	DocuSign will respond to and DocuSign's senior engineers will commence efforts to fix Level 1 problems within one (1) business hour after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier.	DocuSign will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to resolve or provide Customer with an acceptable work-around for the Level 1 problem within eight business (8) hours, and will provide a permanent fix no later than 14 calendar days after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier.
Level 2: A function or feature described in the Hosted Services Specifications is not available.	DocuSign will respond to and DocuSign's senior engineers will commence efforts to fix Level 2 problems no later than eight (8) business hours after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier.	DocuSign will use reasonable commercial efforts, during normal business hours to resolve or provide Customer with an acceptable work-around for the Level 2 problem within seven (7) calendar days, and will provide a permanent fix no later than 45 days after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier.
Level 3: A Function or feature described in the Hosted Services Specifications is impaired.	DocuSign will respond to Level 3 problems no later than 24 business hours after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier, during Customer's normal business hours.	DocuSign will resolve or provide Customer with an acceptable work-around for the Level 3 problem within 30 calendar days after Customer reports such problem or DocuSign's detection of such problem, whichever is earlier. DocuSign will provide a permanent fix in the next Update.

4. Terms applicable to all Service Levels under this Support Level Commitment:

4.1 If DocuSign fails to comply with any of the Service Levels detailed herein, Customer will be entitled to the following "Service Level Credits" against the monthly invoice for the Hosted Services following the failure:

Outage of more than...	Or	Response time more than...			Then	Service Level Credit of...
		L1	L2	L3		
1.5 hours in calendar month		1 hour	8 hours	24 hours		15%
4.5 hours in calendar month		2 hours	16 hours	48 hours		35%
9.0 hours in calendar month		4 hours	24 hours	72 hours		50%

Service Level Credits are cash credits against amounts payable to DocuSign for Capacity and storage. Per-use charges such as ID Check are not subject to Service Level Credits. Customers with prepaid accounts may upon request receive Service Level Credits in the form of a cash refund, calculated by applying the Service Level Credit percentage against 1/12 of the annualized prepaid amount.

4.2 DocuSign will monitor its actual performance of the Services and the DocuSign System against these Service Levels.

4.3 DocuSign shall make monthly reports available to verify DocuSign's performance and compliance with the Service Levels.

About DocuSign

DocuSign offers a Web-based electronic signature service that provides the simplicity, speed and security required to electronically sign and store documents. Designed from the ground up for enterprise-class usage, this service integrates the technical infrastructure and legal compliance needed to operate an end-to-end electronic signing service that replaces the old pen-and-paper process. DocuSign customers span a variety of industries and range from the largest corporations to the smallest branch offices. These customers trust DocuSign to help them increase revenue and sales close rates, decrease costs and accelerate business velocity. DocuSign also offers a direct, positive impact on our global environment by reducing paper consumption and transportation emissions. For more information please visit www.docusign.com. DocuSign and the DocuSign logo are registered trademarks of DocuSign, Inc.